



## **London City Airport Community Fund – Terms of Reference**

### **1. Overview**

The London City Airport (LCY) Community Fund is a registered charity with a Board of Trustees (the Trustees) to administer, consider and allocate grant funding to support eligible projects, individuals and organisations which benefit the local community.

### **2. Objectives**

The Community Fund is intended to improve the quality of life in the local community by:

- Improving amenity in areas local to the Airport and along its flight paths including, but not limited to, creation of/improvements to playgrounds, parks, sporting facilities and community recreation facilities;
- Building stronger, safer and healthier communities;
- Creating more sustainable and greener communities;
- Raising aspirations of East Londoners; and
- Creating pathways to employment.

The priorities for the allocation of funding to meet these objectives will be reviewed every three years (or more often if deemed appropriate by the Trustees) and may be changed in accordance with the Trustees' view of the most effective application of available funds at any point in time.

### **3. Membership and Structure**

The Trustees of the Fund shall be appointed in accordance with the terms of the LCY Community Fund Constitution (the Constitution, appended to these Terms of Reference and as may be amended from time to time in accordance with Section 26), Section 11 'Charity Trustees'. The Trustees (including members of the local community) will meet on a bi-annual basis with representatives from the local community and an independent chair to consider Community Fund applications. The meetings will proceed in accordance with Section 18 of the Constitution, 'Meetings and Proceedings of Charity Trustees'. The quorum of any meeting will be three Trustees, as per paragraph 18.3.1 of the Constitution.

Decisions on awards of grants from the Fund will be made in compliance with the full terms of the Grant Making Policy (appended to these Terms of Reference and as may be amended from time to time by the Trustees) with an appropriate uplift in the priority value of each grant – currently £3,000 – but with scope for projects in excess of any such value to be considered if they offer exceptional community benefit.

#### **4. Grant Applications**

Grant applications shall follow the process detailed in the Grant Making Policy, Section 5 'Grant application process'. Applications will only be considered from 'Eligible applicants', being a charity or not for profit organisation operating in Barking & Dagenham, Bexley, Epping Forest District Council, Greenwich, Hackney, Havering, Newham, Lambeth, Lewisham, Redbridge, Southwark, Tower Hamlets and Waltham Forest.

Applications will not normally be considered for:

- Political parties, commercial organisations or these which are working for profit;
- Organisations which have statutory responsibilities such as local authorities, hospitals, surgeries, or clinics, unless it is for a project which is above their core activities and statutory obligations Grants will be awarded to schools in accordance with the Fund priorities; and
- Projects that have already been carried out and paid for.

#### **5. Reporting and Monitoring**

All grants made by the LCY Community Fund will be monitored in accordance with the Grant Making Policy, Section 9 'Monitoring and Publication'.

Appendix 1 - Community Fund Constitution

**CONSTITUTION OF A CHARITABLE INCORPORATED ORGANISATION WITH VOTING MEMBERS  
OTHER THAN ITS CHARITY TRUSTEES**

**(‘ASSOCIATION’ MODEL CONSTITUTION)**

**Charity Number:** 1182642

**Date of Constitution:** 26<sup>th</sup> March 2019

**1. NAME**

1.1 The name of the Charitable Incorporated Organisation (“the CIO”) is London City Airport Community Fund.

**2. NATIONAL LOCATION OF PRINCIPAL OFFICE**

2.1 The CIO must have a principal office in England and Wales. The principal office of the CIO is in England.

**3. OBJECT**

3.1 The object of the CIO is to further such exclusively charitable purposes for the benefit of the public according to the laws of England and Wales as the charity trustees in their absolute discretion from time to time determine and the charity trustees shall carry out the object primarily in London and its surrounding areas.

3.2 Nothing in this constitution shall authorise an application of the property of the CIO for purposes which are not charitable in accordance with section 7 of the Charities and Trustee Investment (Scotland) Act 2005 and/or section 2 of the Charities Act (Northern Ireland) 2008.

**4. POWERS**

4.1 The CIO has power to do anything which is calculated to further its object or is conducive or incidental to doing so. In particular, the CIO’s powers include the power to:

4.1.1 Borrow money and to charge the whole or any part of its property as security for the repayment of the money borrowed. The CIO must comply as appropriate with sections 124 and 125 of the Charities Act 2011, if it wishes to mortgage land;

4.1.2 Buy, take on lease or in exchange, hire or otherwise acquire any property and to maintain and equip it for use;

4.1.3 Sell, lease or otherwise dispose of all or any part of the property belonging to the CIO. In exercising this power, the CIO must comply as appropriate with sections 117 and 119-123 of the Charities Act 2011;

4.1.4 Employ and remunerate such staff as are necessary for carrying out the work of the CIO. The CIO may employ or remunerate a charity trustee only to the extent that it is permitted to do so by clause 6 (Benefits and payments to charity trustees and connected persons) and provided it complies with the conditions of that clause;

4.1.5 Deposit or invest funds, employ a professional fund-manager, and arrange for the investments or other property of the CIO to be held in the name of a nominee, in the same manner and subject to the same conditions as the trustees of a trust are permitted to do by the Trustee Act 2000;

4.1.6 Provide financial assistance, through grants, loans and other forms of finance;

4.1.7 At the end of every financial year, if there is income which has not been spent in furtherance of the CIO's object:

- (a) set aside such unspent income as reserves for future years;
- (b) invest that income as capital.

## 5. **APPLICATION OF INCOME AND PROPERTY**

5.1 The income and property of the CIO must be applied solely towards the promotion of the object.

5.1.1 A charity trustee is entitled to be reimbursed from the property of the CIO or may pay out of such property reasonable expenses properly incurred by him or her when acting on behalf of the CIO.

5.1.2 A charity trustee may benefit from trustee indemnity insurance cover purchased at the CIO's expense in accordance with, and subject to the conditions in, section 189 of the Charities Act 2011.

5.2 None of the income or property of the CIO may be paid or transferred directly or indirectly by way of dividend, bonus or otherwise by way of profit to the member of the CIO, save that the member may be paid for services or facilities provided to the CIO at cost. This does not prevent the member (provided that it is not also a charity trustee) receiving a benefit from the CIO as a beneficiary of the CIO.

5.3 Nothing in this clause shall prevent a charity trustee or connected person receiving any benefit or payment which is authorised by Clause 6.

## 6. **BENEFITS AND PAYMENTS TO CHARITY TRUSTEES AND CONNECTED PERSONS**

6.1 General Provisions

No charity trustee or connected person may:

6.1.1 Buy or receive any goods or services from the CIO on terms preferential to those applicable to members of the public;

6.1.2 Sell goods, services, or any interest in land to the CIO;

6.1.3 Be employed by, or receive any remuneration from, the CIO;

6.1.4 Receive any other financial benefit from the CIO;

Unless the payment or benefit is permitted by clause 6.2, or authorised by the court or the Charity Commission ("the Commission"). In this clause, a "financial benefit" means a benefit, direct or indirect, which is either money or has a monetary value.

6.2 Scope and powers permitting trustees' or connected persons' benefits

6.2.1 A charity trustee or connected person may receive a benefit from the CIO as a beneficiary of the CIO provided that it is available generally to the beneficiaries of the CIO.

6.2.2 A charity trustee or connected person may enter into a contract for the supply of services, or of goods that are supplied in connection with the provision of services, to the CIO where that is permitted in accordance with, and subject to the conditions in, sections 185 to 188 of the Charities Act 2011.

- 6.2.3 Subject to clause 6.3 a charity trustee or connected person may provide the CIO with goods that are not supplied in connection with services provided to the CIO by the charity trustee or connected person.
- 6.2.4 A charity trustee or connected person may receive interest on money lent to the CIO at a reasonable and proper rate which must be not more than the Bank of England bank rate (also known as the base rate).
- 6.2.5 A charity trustee or connected person may receive rent for premises let by the trustee or connected person to the CIO. The amount of the rent and the other terms of the lease must be reasonable and proper. The charity trustee concerned must withdraw from any meeting at which such a proposal or the rent or other terms of the lease are under discussion.
- 6.2.6 A charity trustee or connected person may take part in the normal trading and fundraising activities of the CIO on the same terms as members of the public.

For the avoidance of doubt, a charity trustee or connected person will not be deemed to receive a benefit from the CIO by virtue only of the fact that he or she is also an employee, director or officer of the member.

### 6.3 Payment for supply of goods only – controls

The CIO and its charity trustees may only rely upon the authority provided by clause 6.2.3 if each of the following conditions is satisfied:

- 6.3.1 The amount or maximum amount of the payment for the goods is set out in a written agreement between the CIO and the charity trustee or connected person supplying the goods (“the supplier”).
- 6.3.2 The amount or maximum amount of the payment for the goods does not exceed what is reasonable in the circumstances for the supply of the goods in question.
- 6.3.3 The other charity trustees are satisfied that it is in the best interests of the CIO to contract with the supplier rather than with someone who is not a charity trustee or connected person. In reaching that decision the charity trustees must balance the advantage of contracting with a charity trustee or connected person against the disadvantages of doing so.
- 6.3.4 The supplier is absent from the part of any meeting at which there is discussion of the proposal to enter into a contract or arrangement with him or her or it with regard to the supply of goods to the CIO.
- 6.3.5 The supplier does not vote on any such matter and is not to be counted when calculating whether a quorum of charity trustees is present at the meeting.
- 6.3.6 The reason for their decision is recorded by the charity trustees in the minute book.
- 6.3.7 A majority of the charity trustees then in office are not in receipt of remuneration or payments authorised by clause 6.

### 6.4 In clauses 6.2 and 6.3:

- 6.4.1 “the CIO” includes any company in which the CIO:
  - (a) Holds more than 50% of the shares; or
  - (b) Controls more than 50% of the voting rights attached to the shares; or

(c) Has the right to appoint one or more directors to the board of the company;

6.4.2 "connected person" includes any person within the definition set out in clause 28 (Interpretation).

## **7. CONFLICTS OF INTEREST AND CONFLICTS OF LOYALTY**

7.1 A charity trustee must:

7.1.1 Declare the nature and extent of any interest, direct or indirect, which he or she has in a proposed transaction or arrangement with the CIO or in any transaction or arrangement entered into by the CIO which has not previously been declared; and

7.1.2 Absent himself or herself from any discussions of the charity trustees in which it is possible that a conflict of interest will arise between his or her duty to act solely in the interests of the CIO and any personal interest (including but not limited to any financial interest).

7.2 Any charity trustee absenting himself or herself from any discussions in accordance with this clause must not vote or be counted as part of the quorum in any decision of the charity trustees on the matter.

## **8. LIABILITY OF MEMBERS TO CONTRIBUTE TO THE ASSETS OF THE CIO IF IT IS WOUND UP**

8.1 If the CIO is wound up, the members of the CIO have no liability to contribute to its assets and no personal responsibility for settling its debts and liabilities.

8.2 In clause 8.1, "member" includes any person or organisation that was a member of the CIO within 12 month before the commencement of the winding up.

## **9. MEMBERSHIP OF THE CIO**

9.1 Number of members

9.1.1 The number of members of the CIO is one.

9.2 First member

9.2.1 The first member of the CIO shall be London City Airport.

9.3 Transfer of rights and membership

9.3.1 Membership of the CIO cannot be transferred to anyone else other than to a successor body of the sole member or someone nominated by it.

9.3.2 The rights of the member shall be personal to the member and shall cease on dissolution of the appointment of a receiver or liquidator.

9.4 Duty of the member

9.4.1 It is the duty of the member of the CIO to exercise its powers as a member of the CIO in the way it decides, in good faith, would be most likely to further the purposes of the CIO.

9.5 Termination of membership

9.5.1 Membership of the CIO comes to an end if:

(a) The member ceases to exist;

- (b) The member sends a notice of resignation to the charity trustees; or
- (c) A receiver or liquidator is appointed in relation to the member.

9.5.2 In the event that membership is terminated in accordance with clause 9.5.1(a) or (c) or in cases of resignation by the sole member without nominating a successor replacement, the charity trustees shall have the power to appoint a new member of the CIO.

## 10. **MEMBER'S DECISIONS**

The CIO shall dispense with the holding of general meetings, and all decisions of the member of the CIO shall be taken by written resolution.

## 11. **CHARITY TRUSTEES**

### 11.1 Functions and duties of charity trustees

The charity trustees shall manage the affairs of the CIO and may for that purpose exercise all the powers of the CIO. It is the duty of each charity trustee:

- 11.1.1 To exercise his or her powers and to perform his or her functions as a trustee of the CIO in the way he or she decides in good faith would be most likely to further the purposes of the CIO; and
- 11.1.2 To exercise, in the performance of those functions, such care and skill as is reasonable in the circumstances having regard in particular to:
  - (a) Any special knowledge or experience that he or she has or holds himself or herself out as having; and,
  - (b) If he or she acts as a charity trustee of the CIO in the course of a business or profession, to any special knowledge or experience that it is reasonable to expect of a person acting in the course of that kind of business or profession.

### 11.2 Eligibility for trusteeship

- 11.2.1 Every charity trustee must be a natural person.
- 11.2.2 No individual may be appointed as a charity trustee of the CIO:
  - (a) If he or she is under the age of 16 years; or
  - (b) If he or she would automatically cease to hold office under the provisions of clause 14.1.
- 11.2.3 No one is entitled to act as a charity trustee whether on appointment or on any re-appointment until he or she has expressly acknowledged, in whatever way the charity trustees decide, his or her acceptance of the office of charity trustee.
- 11.2.4 At least one of the trustees of the CIO must be 18 years of age or over. If there is no trustee aged at least 18 years, the remaining trustees may only act only to call a meeting of the charity trustees, or to appoint a new charity trustee.

### 11.3 Number of charity trustees

- 11.3.1 There should be:

- (a) There must be at least three charity trustees. If the number falls below this minimum, the remaining trustee or trustees may act only to appoint a new charity trustee and/or instruct London City Airport to appoint a new charity trustee.
- (b) The maximum number of charity trustees that may be appointed to the CIO is nine.

11.4 First charity trustees

The first charity trustees are as follows:

Duncan Alexander (Chair), London City Airport Consultative Committee

Liam McKay, Director of Corporate Affairs, London City airport

Anna Boss, Sustainability Manager, London City Airport

Tessa Simpson, Environment and Technical Operations Manager, London City Airport

12. **APPOINTMENT OF CHARITY TRUSTEES**

12.1 Ex officio charity trustee

12.1.1 The Chair of the LCACC for the time being (“the office holder”) shall automatically by virtue of holding that office (“ex officio”) be a charity trustee.

12.1.2 If unwilling to act as a charity trustee, the office holder may:

- (a) Before accepting appointment as a charity trustee, give notice in writing to the trustees of his or her unwillingness to act in that capacity; or
- (b) After accepting appointment as a charity trustee, resign under the provisions contained in clause 14 (Retirement and removal of charity trustees).

The office of ex officio charity trustee will then remain vacant until the office holder ceases to hold office.

12.2 Nominated charity trustees

12.2.1 London City Airport may appoint the following as charity trustees of the CIO:

- (a) no more than one Airline Representative; and
- (b) no more than three Airport Representatives.

12.2.2 Any appointment must be made at a meeting held according to the ordinary practice of London City Airport.

12.2.3 Subject to clauses 14 (Retirement and removal of charity trustees) and 15 (Re-appointment of charity trustees):

- (a) the appointment of the Airline Representative shall be for a term of 12 months; and
- (b) the appointment of the Airport Representatives shall continue until those persons no longer hold office as Director of Corporate Affairs, Environmental Compliance Manager and Sustainability Manager until those persons are replaced by London City Airport as Airport Representatives.

12.2.4 The appointment of a nominated charity trustee will be effective from the later of:

- (a) The date of the relevant vacancy; or
- (b) The date on which the CIO is informed of the relevant appointment.

12.2.5 A charity trustee appointed by London City Airport has the same functions and duties under clause 11.1 as the other charity trustees to act in the way he or she decides, in good faith, would be most likely to further the purposes of the CIO.

### 12.3 Co-opted charity trustees

12.3.1 The charity trustees may appoint up to four additional trustees by resolution at a meeting. The appointment of a co-opted charity trustee shall be for a term of 12 months and shall then be eligible for reappointment.

12.4 With the exception of the ex officio trustee and the Airport Representatives, in selecting an individual for appointment as a charity trustee, regard must be had to the skills, knowledge and experience needed for the effective administration of the CIO, the general diversity of the board of trustees of the CIO and to the individual's capacity to exercise independent judgement.

## 13. **INFORMATION FOR NEW CHARITY TRUSTEES**

13.1 The charity trustees will make available to each new charity trustee, on or before his or her first appointment, copies of the following:

- 13.1.1 This constitution and any amendments made to it;
- 13.1.2 The CIO's latest trustees' annual report and statement of accounts;
- 13.1.3 The CIO's grant making policy; and
- 13.1.4 The CIO's conflict of interest policy.

## 14. **RETIREMENT AND REMOVAL OF CHARITY TRUSTEES**

14.1 A charity trustee ceases to hold office if he or she:

- 14.1.1 Retires by notifying the CIO in writing (but only if enough charity trustees will remain in office when the notice of resignation takes effect to form a quorum for meetings);
- 14.1.2 Is absent without permission of the charity trustees from all their meetings held within a period of six months and the trustees resolve that his or her office be vacated;
- 14.1.3 Dies;
- 14.1.4 In the written opinion, given to the CIO, of a registered medical practitioner treating that person, has become physically or mentally incapable of acting as a charity trustee and may remain so for more than three months;
- 14.1.5 In the case of a nominated charity trustee, he or she is removed by London City Airport;
- 14.1.6 In the case of the Airport Representatives, he or she no longer holds office as Director of Corporate Affairs, Environment and Technical Operations Manager, Sustainability Manager;
- 14.1.7 In the case of the ex officio charity trustee, he or she ceases to be the Chair of the LCACC;

- 14.1.8 In the case of a co-opted charity trustee, he or she is removed by the other charity trustees on the basis that his or her conduct or behaviour is detrimental to the interests of the CIO;
  - 14.1.9 He or she is removed by written resolution of the member.
  - 14.1.10 Is disqualified from acting as a charity trustee by virtue of sections 178-180 of the Charities Act 2011 (or any statutory re-enactment or modification of that provision);
  - 14.1.11 Is removed in accordance with any codes of conduct (or equivalent) in place from time to time and applicable to charity trustees.
- 14.2 A resolution to remove a charity trustee in accordance with this clause shall not take effect unless the individual concerned has been given at least 14 clear days' notice in writing that the resolution is to be proposed, specifying the circumstances alleged to justify removal from office, and has been given a reasonable opportunity of making oral and/or written representations to the members of the CIO.

## 15. **REAPPOINTMENT OF CHARITY TRUSTEES**

- 15.1 Subject to clauses 15.2 and 15.3, any nominated Airline Representative or co-opted charity trustee who retires as a charity trustee is eligible for reappointment.
- 15.2 A nominated Airline Representative or co-opted charity trustee who has served for three consecutive terms may not be re-appointed for a fourth consecutive term but may be reappointed after an interval of at least two years.
- 15.3 In exceptional circumstances, and notwithstanding clause 15.2, where the best interests of the CIO require the term of office of a nominated Airline Representative or a co-opted charity trustee may be extended after he or she has served three consecutive terms in office but on a rolling twelve month basis and only with the agreement of the member.

## 16. **TAKING OF DECISIONS BY CHARITY TRUSTEES**

- 16.1 Any decision may be taken either:
  - 16.1.1 At a meeting of the charity trustees; or
  - 16.1.2 By resolution in writing or electronic form agreed by a majority of all of the charity trustees, which may comprise either a single document or several documents containing the text of the resolution in like form to which the majority of all of the charity trustees has signified their agreement. Such a resolution shall be effective provided that:
    - (a) A copy of the proposed resolution has been sent, at or as near as reasonably practicable to the same time, to all of the charity trustees; and
    - (b) The majority of all of the charity trustees has signified agreement to the resolution in a document or documents which has or have been authenticated by their signature, by a statement of their identity accompanying the document or documents, or in such other manner as the charity trustees have previously resolved, and delivered to the CIO at its principal office or such other place as the trustees may resolve within 7 days of the circulation date.

## 17. **DELEGATION BY CHARITY TRUSTEES**

- 17.1 The charity trustees may delegate any of their powers or functions to a committee or committees, and, if they do, they shall determine the terms and conditions on which the delegation is made. The charity trustees may at any time alter those terms and conditions, or revoke the delegation.

- 17.2 This power is in addition to the power of delegation in the General Regulations and any other power of delegation available to the charity trustees, but is subject to the following requirements:
- 17.2.1 A committee may consist of two or more persons, but at least one member of each committee must be a charity trustee;
  - 17.2.2 The acts and proceedings of any committee must be brought to the attention of the charity trustees as a whole as soon as is reasonably practicable; and
  - 17.2.3 The charity trustees shall from time to time review the arrangements which they have made for the delegation of their powers.

## 18. **MEETINGS AND PROCEEDINGS OF CHARITY TRUSTEES**

### 18.1 Calling meetings

- 18.1.1 Any charity trustee may call a meeting of the charity trustees.
- 18.1.2 Subject to that, the charity trustees shall decide how their meetings are to be called, and what notice is required.

### 18.2 Chairing of meetings

- 18.2.1 The charity trustees may appoint one of their number to chair their meetings and may at any time revoke such appointment. If no-one has been so appointed, or if the person appointed is unwilling to preside or is not present within 10 minutes after the time of the meeting, the charity trustees present may appoint one of their number to chair that meeting.

### 18.3 Procedure at meetings

- 18.3.1 No decision shall be taken at a meeting unless a quorum is present at the time when the decision is taken. The quorum is three charity trustees, or such larger number as the charity trustees may decide from time to time, which must comprise at least one trustee who is not also an employee of London City Airport. A charity trustee shall not be counted in the quorum present when any decision is made about a matter upon which he or she is not entitled to vote.
- 18.3.2 Questions arising at a meeting shall be decided by a majority of those eligible to vote.
- 18.3.3 In the case of an equality of votes, the person who chairs the meeting shall have a second or casting vote.

### 18.4 Participation in meetings by electronic means

- 18.4.1 A meeting may be held by suitable electronic means agreed by the charity trustees in which each participant may communicate with all the other participants.
- 18.4.2 Any charity trustee participating at a meeting by suitable electronic means agreed by the charity trustees in which a participant or participants may communicate with all the other participants shall qualify as being present at the meeting.
- 18.4.3 Meetings held by electronic means must comply with rules for meetings, including chairing and the taking of minutes.

## 19. **SAVING PROVISIONS**

- 19.1 Subject to clause 19.2, all decisions of the charity trustees, or of a committee of charity trustees, shall be valid notwithstanding the participation in any vote of a charity trustee:

- 19.1.1 Who was disqualified from holding office;
- 19.1.2 Who had previously retired or who had been obliged by the constitution to vacate office;
- 19.1.3 Who was not entitled to vote on the matter, whether by reason of a conflict of interest or otherwise;

if, without the vote of that charity trustee and that charity trustee being counted in the quorum, the decision has been made by a majority of the charity trustees at a quorate meeting.

- 19.2 Clause 19.1 does not permit a charity trustee to keep any benefit that may be conferred upon him or her by a resolution of the charity trustees or of a committee of charity trustees if, but for clause 19.1, the resolution would have been void, or if the charity trustee has not complied with clause 7 (Conflicts of interest).

## 20. **EXECUTION OF DOCUMENTS**

- 20.1 The CIO shall execute documents by signature.
- 20.2 A document is validly executed by signature if it is signed by at least two of the charity trustees.

## 21. **USE OF ELECTRONIC COMMUNICATIONS**

### 21.1 General

The CIO will comply with the requirements of the Communications Provisions in the General Regulations and in particular:

- 21.1.1 The requirement to provide within 21 days to any member on request a hard copy of any document or information sent to the member otherwise than in hard copy form;
- 21.1.2 Any requirement to provide information to the Commission in a particular form or manner.

### 21.2 To the CIO

- 21.2.1 The member or a charity trustee of the CIO may communicate electronically with the CIO to an address specified by the CIO for the purpose, so long as the communication is authenticated in a manner which is satisfactory to the CIO.

### 21.3 By the CIO

- 21.3.1 The member or a charity trustee of the CIO, by providing the CIO with its, or his or her, email address or similar, is taken to have agreed to receive communications from the CIO in electronic form at that address, unless the member has indicated to the CIO its, or his or her, willingness to receive such communications in that form.
- 21.3.2 The charity trustees must:
  - (a) Take reasonable steps to ensure that members and charity trustees are promptly notified of the publication of any such notice or proposal; and
  - (b) Send any such notice or proposal in hard copy form to any member or charity trustee who has not consented to receive communications in electronic form.

## 22. **KEEPING OF REGISTERS**

The CIO must comply with its obligations under the General Regulations in relation to the keeping of, and provision of access to, registers of its members and charity trustees.

## 23. **MINUTES**

23.1 The charity trustees must keep minutes of all:

23.1.1 Appointments of officers made by the charity trustees;

23.1.2 Meetings of the charity trustees and committees of charity trustees including:

(a) The names of the trustees present at the meeting;

(b) The decisions made at the meeting; and

(c) Where appropriate the reasons for the decisions;

23.1.3 Decisions made by the charity trustees otherwise than in meetings.

## 24. **ACCOUNTING RECORDS, ACCOUNTS, ANNUAL REPORTS AND RETURNS, REGISTER MAINTENANCE**

24.1 The charity trustees must comply with the requirements of the Charities Act 2011 with regard to the keeping of accounting records, to the preparation and scrutiny of statements of accounts, and to the preparation of annual reports and returns. The statements of accounts, reports and returns must be sent to the Charity Commission, regardless of the income of the CIO, within 10 months of the financial year end.

24.2 The charity trustees must comply with their obligations to inform the Commission within 28 days of any change in the particulars of the CIO entered on the Central Register of Charities.

## 25. **RULES**

The charity trustees may from time to time make such reasonable and proper rules or byelaws as they may deem necessary or expedient for the proper conduct and management of the CIO, but such rules or bye laws must not be inconsistent with any provision of this constitution. Copies of any such rules or bye laws currently in force must be made available to any member of the CIO on request.

## 26. **AMENDMENT OF CONSTITUTION**

As provided by sections 224-227 of the Charities Act 2011:

26.1 This constitution can only be amended by written resolution of the member.

26.2 Any alteration of clause 3 (Object), clause 27 (Voluntary winding up or dissolution), this clause, or of any provision where the alteration would provide authorisation for any benefit to be obtained by charity trustees or members of the CIO or persons connected with them, requires the prior written consent of the Charity Commission.

26.3 No amendment that is inconsistent with the provisions of the Charities Act 2011 or the General Regulations shall be valid.

26.4 A copy of every resolution altering the constitution, together with a copy of the CIO's constitution as amended must be sent to the Commission within 15 days from the date on which the resolution is passed. The amendment does not take effect until it has been recorded in the Register of Charities.

## 27. **VOLUNTARY WINDING UP OR DISSOLUTION**

27.1 As provided by the Dissolution Regulations, the CIO may be dissolved by resolution of its member.

- 27.2 Subject to the payment of all the CIO's debts:
- 27.2.1 Any resolution for the winding up of the CIO, or for the dissolution of the CIO without winding up, may contain a provision directing how any remaining assets of the CIO shall be applied.
  - 27.2.2 If the resolution does not contain such a provision, the charity trustees must decide how any remaining assets of the CIO shall be applied.
  - 27.2.3 In either case the remaining assets must be applied for charitable purposes the same as or similar to those of the CIO.
- 27.3 The CIO must observe the requirements of the Dissolution Regulations in applying to the Commission for the CIO to be removed from the Register of Charities, and in particular:
- 27.3.1 The charity trustees must send with their application to the Commission:
    - (a) A copy of the resolution passed by the member of the CIO;
    - (b) A declaration by the charity trustees that any debts and other liabilities of the CIO have been settled or otherwise provided for in full; and
    - (c) A statement by the charity trustees setting out the way in which any property of the CIO has been or is to be applied prior to its dissolution in accordance with this constitution;
  - 27.3.2 The charity trustees must ensure that a copy of the application is sent within seven days to the member and every employee of the CIO, and to any charity trustee of the CIO who was not privy to the application.
- 27.4 If the CIO is to be wound up or dissolved in any other circumstances, the provisions of the Dissolution Regulations must be followed.

## 28. **INTERPRETATION**

In this constitution:

**"Airport Representative"** means person nominated by London City Airport to be a charity trustee.

**"charity trustee"** means a charity trustee of the CIO.

**"Communications Provisions"** means the Communications Provisions in Part 10, Chapter 4 of the General Regulations.

**"Airline Representative"** means an employee of an airline operating at London City Airport and best performing in terms of environmental performance as selected by London City Airport.

**"connected person"** means:

- (a) a child, parent, grandchild, grandparent, brother or sister of the charity trustee;
- (b) the spouse or civil partner of the charity trustee or of any person falling within sub-clause (a) above;
- (c) a person carrying on a business in partnership with the charity trustee or with any person falling within sub-clause (a) or (b) above;
- (d) an institution which is controlled –

- (i) by the charity trustee or any connected person falling within sub-clause (a), (b) or (c) above; or
  - (ii) by two or more persons falling within sub-clause (d)(i), when taken together
- (e) a body corporate which –
- (i) the charity trustee or any connected person falling within sub-clauses (a) to (c) has a substantial interest; or
  - (ii) two or more persons falling within sub-clause (e)(i) who, when taken together, have a substantial interest.

Section 118 of the Charities Act 2011 apply for the purposes of interpreting the terms used in this constitution.

**“Dissolution Regulations”** means the Charitable Incorporated Organisations (Insolvency and Dissolution) Regulations 2012.

**“General Regulations”** means the Charitable Incorporated Organisations (General) Regulations 2012.

**“LCACC”** means the Consultative Committee which was established by London City Airport pursuant to the Guidelines of the Secretary of State dated December 1988 for Airports designated for the purposes of consultation by order under section 55 of the Civil Aviation Act 1982. London City Airport is so designated by virtue of the Aerodromes Designation (Facilities for Consultation) Order 1996 (S1 1996/1392).

**“London City Airport”** means London City Airport Limited (company number 01963361) and its successors or assigns.

Appendix 2 – Grant Making Policy

**LONDON CITY AIRPORT COMMUNITY FUND**  
**(THE "CHARITY")**

**GRANT-MAKING POLICY**

**(as adopted by resolution of the Trustees on Date of Constitution: 26<sup>th</sup> March 2019)**

**1. The Objects of the Charity**

- 1.1 Under the terms of the Charity's constitution, the Trustees (defined below) apply funds at their discretion to further such exclusively charitable purposes for the benefit of the public according to the laws of England and Wales as the charity trustees in their absolute discretion from time to time determine (the "Object") and the charity trustees shall carry out the Object primarily in London and its surrounding areas.
- 1.2 The Charity is governed by the charity trustees of the Charity (the "Trustees") who have a duty, acting at all times in the best interests of the Charity, to apply the Charity's assets to advance the Object and have ultimate responsibility for all grant-making decisions.
- 1.3 The Trustees seek to support projects, individuals and organisation which benefit the local community for purposes which help further the Object.

**2. Priorities for support**

- 2.1 The number of projects which can be supported is, of necessity, limited to the amount of total funds available for distribution in any year. The Trustees have determined that the priorities for funding over the next year will be to improve the quality of life in local communities by:
  - building stronger, safer and healthier communities;
  - creating more sustainable and greener communities;
  - raising aspirations of East Londoners;
  - creating pathways into employment

The Trustees may occasionally award grants that fall outside the priorities stated in this policy, provided that they are satisfied that the grant will further the Object and is an appropriate use of the Charity's funds.

- 2.2 The priorities in this policy will be reviewed every three years (or more often if deemed appropriate by the Trustees) and may be changed in accordance with the Trustees' view of the most effective application of available funds at any point in time.

**3. Principles**

- 3.1 In awarding grants, the Trustees will apply the following principles:
  - 3.1.1 Applications from normally only the Local Area<sup>1</sup> are eligible for consideration; Applications for funding for projects outside this area will only be considered if the project closely meets

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<sup>1</sup> "Local Area" includes the twelve East London Boroughs of Newham, Tower Hamlets, Greenwich, Bexley, Lewisham, Southwark, Barking & Dagenham, Havering, Redbridge, Waltham Forest, Lambeth and Hackney, as well as Epping Forest District Council. These are defined in the 2009 S106 Agreement.

the funding criteria. When considering applications from outside the Local Area, priority will be given to projects that benefit the communities within the Local Area.

- 3.1.2 In order to distribute the funds evenly and fairly priority will be given to projects with a value of less than £3,000. However, projects in excess of this value may be considered if they offer exceptional community benefit. Priority will be given to projects which include detailed costs and funding from other sources.
- 3.1.3 Applications from membership groups, clubs, societies and sports clubs will be considered on their merits with regards to membership and financial records. Preference will be given to projects which are of benefit to the local community or a substantial section of it and not groups of an exclusive nature.
- 3.1.4 Applications from individuals will be considered on their merits provided the project meets the Fund principles and these principles.
- 3.1.5 A maintenance plan may be required for projects
- 3.1.6 The Charity will not normally support:
  - (a) Grants will not normally be awarded for recurrent expenditure, running costs, salaries and expenses, general repair and maintenance, general sponsorship, office costs, office equipment, administration, general medical costs, uniforms, individual's sports kit, out of school clubs or the purchase of land or buildings.
  - (b) Churches or places of worship are not eligible for funding if they are exclusive to other users on grounds of religion.

#### 4. **Exclusions**

The Trustees will not normally approve the use of the Charity's funds for:

- 4.1 Political parties, commercial organisations or those which are working for profit.
- 4.2 Organisations which have statutory responsibilities such as local authorities, hospitals, surgeries, or clinics, unless it is for a project which is above their core activities and statutory obligations Grants will be awarded to schools in accordance with the Fund priorities.
- 4.3 Projects which have already been carried out and paid for.

#### 5. **Grant application process**

- 5.1 All applications for grants should be made using an application form which is available from the Charity's secretary or available to download from the Community Fund website (to be completed in conjunction with this policy).

##### 5.2 **Information requirements before awarding a grant**

##### 5.3 **All applicants**

- 5.3.1 Before awarding a grant to an organisation or an individual, the Trustees require that the application should:
  - (a) inform the Trustees of the purpose of the application, details of the project, the way in which the grant will be used and how it will be managed effectively for its intended purpose;
  - (b) The application will express how local residents are involved in the projects.
  - (c) The proposal will express plans to maintain and build upon the achievements of the project.

- (d) inform the Trustees of the names of those who are to be involved with the project/work to be carried out and the identity of the person(s) who will be responsible for the administration of the grant;
- (e) provide adequate information regarding the identity and financial status of the applicant and/or of the status of the person(s) who will carry out the project/work;
- (f) provide contact details of two organisations or individuals prepared to provide a reference on behalf of the grant applicant;
- (g) state that the applicant undertakes to comply with the terms and conditions contained in a letter of grant between the Charity and the grant recipient and agree to be bound by them.

## 6. **Assessment process**

- 6.1 All grant applications will be subject to initial assessment to ensure they meet the basic criteria for funding.
- 6.2 Grants will be considered by the Board of Trustees at their meetings (normally held 4 times a year).
- 6.3 The Trustees have ultimate responsibility for all grant-making decisions and for ensuring that all funds awarded are used to advance the Object.
- 6.4 The Trustees must declare the nature and extent of any interest, direct or indirect, which could, or could be seen to, prevent them from making a grant decision only in the best interests of the Charity. Situations in which a conflict of interest may arise include where:
  - 6.4.1 a Trustee (or a person connected to them) stands to benefit from a grant from the Charity; or
  - 6.4.2 a Trustee has a duty of loyalty to a third party that conflicts with their duty to the Charity.

Any such conflict of interest must be declared and managed by the Trustees in accordance with the Charity's conflicts of interest policy.
- 6.5 Grant applications must be received at least two weeks in advance of a Board of Trustee meeting to be considered at that meeting. Details of deadline dates may be obtained by contacting the Charity's registered office.
- 6.6 Applicants should note that, as with many other charitable trusts, the Charity may receive more applications than it has funds to support. Even if a project fits within the criteria and priorities of the Charity and a detailed assessment has been made, the Charity may still, therefore, be unable to provide a grant.
- 6.7 The Trustees will inform applicants whether their application has been successful within two weeks of the Trustee meeting.
- 6.8 The Trustees will not be obliged to provide an explanation to the applicant should their application be unsuccessful.

## 7. **Grants to Trustees or connected persons**

- 7.1 Clause 6.2.1 of the Charity's constitution authorises a Trustee or any person connected to them (as defined in the constitution) to receive a benefit from the Charity as a beneficiary of the Charity, provided that the benefit is available generally to the beneficiaries of the CIO.
- 7.2 If an application for a grant is made to the Charity by a Trustee, or a person connected to them, the non-conflicted Trustees may therefore consider making the grant in accordance with this policy.

7.3 If a Trustee, or a person connected to them, applies for a grant the conflicted Trustee must follow the relevant procedures set out in the Charity's constitution and adhere to the Charity's conflicts of interest policy.

## 8. **Due Diligence**

8.1 When the Trustees are considering a grant-funding proposal, they will undertake due diligence checks on the applicant. The checks that are undertaken will vary according to the Trustees' assessment of any risks associated with the proposal or the applicant and will include a safeguarding assessment.

## 9. **Monitoring and Publication**

9.1 It is the policy of the Trustees to monitor all grants made.

9.2 Before a grant can be confirmed, conditions will be stipulated appropriate to the work to be carried out and progress will be assessed against agreed targets and/or milestones.

9.3 If the grant is payable in instalments, then payment of subsequent grant instalments will be dependent on satisfactory progress having been demonstrated and the Trustees reserve the right to withdraw the grant on receipt of unsatisfactory progress reports.

9.4 The Trustees may require repayment of all or any part of the grant if:

9.4.1 the project or purpose for which it was awarded does not proceed;

9.4.2 part of the grant remains unused when the activities that the grant was intended to fund have been completed; or

9.4.3 the grant is used for a purpose other than that which has been agreed.

9.5 Failure to submit reports at the time specified by the Trustees will jeopardise the continuation of the Charity's support.

9.6 In addition to reports detailing progress, grant recipients will be expected to provide:

9.6.1 a statement of how the grant has been spent for the year;

9.6.2 details (where appropriate) of any other funds applied to the same project.

9.7 Monitoring visits by representatives of the Charity may be expected during the period of a grant.

9.8 The Trustees also expect to receive copies of any published articles, papers or other outputs which may result from the project.

9.9 Following the conclusion of the project, the grant recipient will (where appropriate) be expected to submit a final report, normally within 3 months of the end of the grant, detailing fully the results and outputs from the project. The grant recipient should inform the Charity of any extenuating circumstances whereby the submission of the final report is delayed, to allow a mutually acceptable date for submission to be agreed.

9.10 The Trustees may require the grant recipient to publicise the Charity in any of its publications relating to the project/work funded by the grant in the manner stipulated by the Trustees at the time of making the grant.